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itors accordingly as the husband or wife dies first. *Servis v. Dorn*, 76 Atl. (N. J.) 246.

At common law the husband had full rights in an estate by the entirety during the joint lives of himself and wife, except that he could not defeat the wife's right of survivorship. *Washburn v. Burns*, 34 N. J. L. 18. The married woman's property acts gave the wife the right to enjoy her estate during coverture. *Hiles v. Fisher*, 144 N. Y. 306. This did not abolish estates by the entirety. It did, however, limit the husband's rights to possession during their joint lives. Thereafter the husband and wife had each a right to the profits of an undivided half, the fee passing to the survivor. *Buttler v. Rosenblath*, 42 N. J. Eq. 651. It seems that the decree in the principal case, while it recognizes this separate right in the wife, should have more fully protected it. Judgment creditors of the husband could acquire no hold on her interest. She was entitled to one-half the interest of the surplus. There should also be provision for partition in case the estate is severed otherwise than by death, *e. g.*, by divorce. She would then become a tenant in common with her husband. *Stelz v. Shreck*, 128 N. Y. 263. *Cf. Mardt v. Scharmach*, 65 N. Y. Misc. 124.

INJUNCTIONS — ACTS RESTRAINED — INFRINGEMENT OF PATENT BY PUBLIC OFFICERS. — The complainant filed a bill to restrain county commissioners from using, in a courthouse, a ventilating device which infringed on his patent. *Held*, that the injunction should not be granted. *McCreery Engineering Co. v. Massachusetts Fan Co.*, 180 Fed. 115 (Circ. Ct., D. Mass.).

In the United States the sovereign has no right to use patented inventions without compensation to the patentee. *James v. Campbell*, 104 U. S. 356. Yet the sovereign cannot be sued without its consent. Hence it has been held by the Supreme Court that if patented articles have come into the possession of the government, agents using them for the government cannot be enjoined from so doing, on the ground that such an injunction would in substance be directed against the sovereign. *Belknap v. Schild*, 161 U. S. 10. If it be conceded that a courthouse is an agency of the state the principal case would seem correct, even though it permits individuals to continue doing admittedly wrongful acts. The patentee is not without remedy, for he can recover from the commissioners the damages he has sustained. Even if agents are expressly authorized by government officials to commit illegal acts they are personally liable for the consequences in actions at law. *Bates v. Clark*, 95 U. S. 204.

INSURANCE — CONSTRUCTION AND OPERATION OF CONDITIONS — INSURANCE BROKER AS AGENT OF INSURED TO PAY PREMIUMS. — An insurance policy containing a stipulation that it should become null and void upon the dishonor of any note given in payment, was issued by the defendant company's agent to the plaintiff. A note for the first premium, payable to the agent, was received by him and held until maturity. The defendant company issued a receipt, acknowledging payment, forwarded it to the agent and charged his account with the amount. Subsequently the note was dishonored. *Held*, that the policy was not rendered invalid. *Perea v. State Life Insurance Co.*, 110 Pac. 559 (N. M.).

Whether such a policy is forfeited depends on a nice determination as to where the loss from the non-payment of the note primarily falls. If the note has been endorsed to the company, its dishonor would render the policy void. *Fidelity Mutual Life Insurance Co. v. Bussell*, 75 Ark. 25. If it was retained by the agent and he was debited on the books of the company with the amount, although with the understanding that the company would save him harmless, then the validity of the policy cannot be impaired. *Southern Mutual Life Insurance Co. v. Best*, 8 Ky. L. Rep. 535. Granting that these two cases, so nearly similar, correctly state the law, they mark the exact line of distinction;